

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
RECEIVED
NORTHERN DIVISION

2006 AUG 23 P 3:04

LARRY JAMES ADAMS,)
Plaintiff,)
v.) Civil Action No. 2006CV753
METROPOLITAN LIFE) (Removed from the Circuit Court
INSURANCE CO. and LISA DAVIS,) of Lowndes County, Alabama,
Defendants.) CV 06-61)

EDWARD HUNCKETT CLK
MIDDLE DISTRICT ALA.

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1441, et seq., Defendant Metropolitan Life Insurance Company (“MetLife”) hereby gives notice of the removal of this action from the Circuit Court of Lowndes County, Alabama, where it is now pending, to the United States District Court for the Middle District of Alabama, Northern Division. As grounds for this removal, MetLife shows as follows:

1. This action was commenced against Defendants in the Circuit Court of Lowndes County, Alabama, on June 9, 2006, when Plaintiff's Complaint was filed. True and correct copies of all the pleadings, process, and orders served upon Defendants in said action are attached hereto as Exhibit A and incorporated herein.

2. Less than thirty days have passed since MetLife was served and MetLife is the first and only defendant served. The initial pleading setting forth Plaintiff's claims for relief was first received by MetLife on July 25, 2006, when the Complaint was served. Because this Notice of Removal is filed within thirty (30) days of receipt of the Plaintiff's Summons and Complaint, it is timely under 28 U.S.C. § 1446(b).

3. On information and belief, Plaintiff Larry James Adams is now, and was at the time of the commencement of this action, a citizen of the State of Alabama.

4. According to 28 U.S.C §1332(c)(1), "for the purposes of this section and section 1441 of this title ... a corporation shall be deemed to be a citizen of any state where it is incorporated and of the state where it has its principal place of business."

5. MetLife is now, and was at the time of the commencement of this action, an insurance company organized in the State of New York and with its principal place of business in the State of New York.

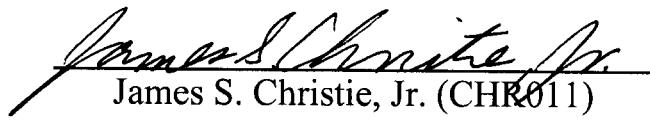
6. Defendant Lisa Davis is now, and was at the time of the commencement of this action, a citizen of the State of North Carolina. She has not been served and thus her joinder in this Notice of Removal is not necessary.

7. There exists diversity of citizenship for this action, for the purposes of 28 U.S.C. § 1332(a), because no Plaintiff in this action is a citizen of a State of which any Defendant is a citizen.

8. The alleged amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

9. Pursuant to 28 U.S.C. § 1446(d), a copy of this Notice of Removal is being filed with the Clerk of the Circuit Court of Lowndes County, Alabama, and is being served on all adverse parties.

WHEREFORE, MetLife prays that this Court will make any and all orders necessary to effect the removal of this action from the Circuit Court of Lowndes County, Alabama, and to effect and prepare in this Court the true record of all proceedings that may have been had in the Circuit Court of Lowndes County, Alabama.



James S. Christie, Jr. (CHR011)

Bradley Arant Rose & White LLP
1819 Fifth Avenue North
Birmingham, AL 35203-2119
Telephone: (205) 521-8000
Facsimile: (205) 521-8800
jchristie@bradleyarant.com

Attorney for Defendant
Metropolitan Life Insurance Company

CERTIFICATE OF SERVICE

I hereby certify that I have this date served the foregoing on:

Mickey J.G. McDermott, Esq.
P.O. Box 919
Hayneville, AL 36040

by placing a copy of same in the United States Mail, first-class postage prepaid and addressed to his regular mailing address, on this 23d day of August, 2006.

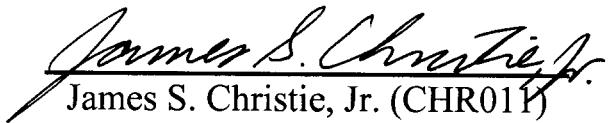

James S. Christie, Jr. (CHR011)

Exhibit A

AVS0351

CV 2006 000061.00

JUDGE: H. EDWARD MCFERRIN

ALABAMA JUDICIAL DATA CENTER
CASE ACTION SUMMARY
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF LOWNDES COUNTY

LARRY JAMES ADAMS VS METROPOLITAN LIFE INSURANCE
FILED: 06/09/2006 TYPE: BAD FAITH/FRAUD/MISR TYPE TRIAL: JURY TRACK:*****
DATE1: CA: CA DATE:
DATE2: AMT: \$.00 PAYMENT:
DATE3:

PLAINTIFF 001: ADAMS LARRY

ATTORNEY: McDERMOTT MICKEY J G
MCD052 441 HIGH STREET STE 100, AL 00000-0000
PHONE: (334) 000-0000
ENTERED: 06/09/2006 ISSUED:
SERVED: ANSWERED: TYPE: MONTGOMERY, AL 36104
JUDGEMENT: (334) 264-5151DEFENDANT 001: METROPOLITAN LIFE INSURANCE COMPANY
601 VESTAVIA PKWY STE 1000 ATTORNEY:
VESTAVIA HILLS , AL 35216-000
PHONE: (334) 000-0000
ENTERED: 06/09/2006 ISSUED: 06/09/2006 TYPE:
SERVED: ANSWERED: JUDGEMENT:DEFENDANT 002: AGENT LISA DAVIS IC/O E. FARROW
601 VESTAVIA PKWY STE 1000 ATTORNEY:
VESTAVIA HILLS , AL 35216-000
PHONE: (334) 000-0000
ENTERED: 06/09/2006 ISSUED: 06/09/2006 TYPE:
SERVED: ANSWERED: JUDGEMENT:

06/09/2006	FILED THIS DATE: 06/09/2006	(AV01)
06/09/2006	ASSIGNED TO JUDGE: H. EDWARD MCFERRIN	(AV01)
06/09/2006	JURY TRIAL REQUESTED	(AV01)
06/09/2006	CASE ASSIGNED STATUS OF: ACTIVE	(AV01)
06/09/2006	ORIGIN: INITIAL FILING	(AV01)
06/09/2006	ADAMS LARRY ADDED AS C001	(AV02)
06/09/2006	LISTED AS ATTORNEY FOR C001: McDERMOTT MICKEY J G	
06/09/2006	METROPOLITAN LIFE INSURANCE COMPANY ADDED AS D001	
06/09/2006	AGENT LISA DAVIS IC/O E. FARROW ADDED AS D002	
06/09/2006	SERVICE ORDER SENT TO D001	
06/09/2006	SERVICE ORDER SENT TO D002	

CAM 06/09/2006

CV 2006 000061.00

AVSO352

CASE: CV 2006 000061.00
JUDGE: H. EDWARD MCFERRIN

ALABAMA JUDICIAL DATA CENTER
CASE ACTION SUMMARY CONTINUATION
CIRCUIT CIVIL

IN THE CIRCUIT COURT OF LOWNDES COUNTY

LARRY JAMES ADAMS VS METROPOLITAN LIFE INSURANCE
FILED: 06/09/2006 TYPE: BAD FAITH/FRAUD/MISR TYPE TRIAL: JURY

TRACK:

DATE1: CA: CA DATE:
DATE2: AMT: \$0.00 PAYMENT:

CAM 06/09/2006

AVSO305

ALABAMA JUDICIAL DATA CENTER
SHERIFF OF LOWNDES COUNTY
WARRANT ORDER FOR SERVICE AND RETURN

CV 2006 000061.00
H. EDWARD MCFERRIN

2006 JULY 17 A 8:55

IN THE CIRCUIT COURT OF LOWNDES COUNTY

LARRY JAMES ADAMS D T MARSHALL METROPOLITAN LIFE INSURANCE
SERVE ON: DOOR

METROPOLITAN LIFE INSURANCE
2000 INTERSTATE PK DR
STE. 204
MONTGOMERY , AL 36109-0000

RECEIVED

NOTES:
SUMMONS & COMPLAINT!

JUL 14 2006
LOWNDES COUNTY
SHERIFF DEPT.

TO ANY SHERIFF OR ANY AUTHORIZED AGENT:
YOU ARE HEREBY ORDERED TO DELIVER THE ATTACHED DOCUMENT
TO THE ABOVE NAMED PERSON AT THE ADDRESS INDICATED.

07/13/2006 DATE

CLERK: RUBY JONES
P O BOX 876
HAYNEVILLE AL 36040
(334) 548-2252

BY: _____

I HEREBY CERTIFY THAT I PERSONALLY DELIVERED A COPY OF THE ATTACHED
DOCUMENT IN _____ COUNTY, ALABAMA
TO: _____

SIGNATURE OF SERVER

NAME / ADDRESS ABOVE

DATE

OPERATOR: CAM
PREPARED: 07/13/2006

Executed by serving _____ copy (ies) of the attached
The Corporation Company as Statutory Agent for

Metropolitn Life Insurance
by leaving with: _____

This the 25 day of July 2006
D. T. Marshall, Sheriff
Montgomery County, Alabama

By: _____ D.S.

11/14/06

IN THE CIRCUIT COURT OF LOWNDES COUNTY, ALABAMA

LARRY ADAMS)

V.)

METROPOLITAN LIFE INSURANCE)

) CASE # CV2006-61

SUMMONS

To Any Sheriff or any person authorized by Rule 4.1 (B) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama;

You are hereby commanded to serve this summons and a copy of the Complaint in this action upon respondent/defendant:

**METROPOLITAN LIFE INSURANCE COMPANY 2000 INTERSTATE PARK
DRIVE SUITE 204 MONTGOMERY, ALABAMA 36109**

Each defendant/respondent is required to serve a copy of a written answer to the complaint upon Plaintiffs' attorney, whose address is:

Mickey J.G. McDermott
Attorney at Law P.O. BOX 919 HAYNEVILLE, ALA 36040

Within 30 THIRTY DAYS after service of this summons excluding the day of service of the summons and to file the original of said answer with the Clerk of the Court at the time of service of the answer upon the Attorney of Record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief claimed in the complaint.

Dated 7/13/06

Clerk of Court



RETURN ON SERVICE:

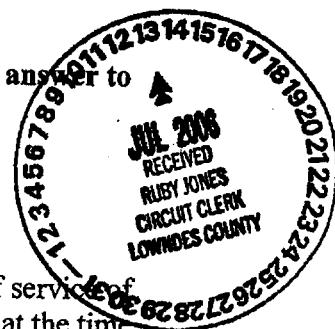
I certify that I personally delivered a copy of this Order to _____ on the _____ day of _____, 2006.

Date _____

Server's Signature _____

Address of Server _____

Type of Process Server _____



IN THE CIRCUIT COURT OF
LOWNDES COUNTY, ALABAMA

LARRY JAMES ADAMS
Plaintiff

Vs.

METROPOLITAN LIFE INSURANCE
COMPANY, THE AGENTS,
EMPLOYEES, OWNERS,
LISA DAVIS, INDIVIDUALLY AND
IN HER OFFICIAL CAPACITY
FICTITIOUS PARTIES A,B,C & D
WHO WILL BE ADDED WHEN LATER
ASCERTAINED

CV 06-61

RECEIVED JUN 20 2006 RUBY JONES
CIRCUIT CLERK LOWNDES COUNTY ALA



COMPLAINT
THE PARTIES

(1) Larry Adams is a resident of Lowndes County Alabama residing at 624 Pine Street Hayneville, Alabama 36040 and is over the age of (19) years of age. Defendant Metropolitan Life Insurance Company is a Corporation doing business in Alabama with The office of Earnest Farrow 601 Vestavia Parkway Ste 1000 Birmingham, Alabama 35216 as registered agent for the service of process. Lisa Davis is an agent for Metropolitan Life and is over the age of (19) her exact whereabouts are unknown to the Plaintiff.

JURISDICTION AND VENUE

(2) All events complained of herein occurred in the County of Lowndes Alabama and the amount complained of herein exceeds the statutory requirements to bring this action before the Circuit Court of Lowndes County Alabama.

THE FACTS

(3) On or about 21 June 2004, Larry Adams met with a representative of the Defendants and entered into a contract for Group Life insurance. Mr. Adams was induced to purchase the said insurance due to the facts presented by the agent for the Defendant, and the agent herself who provided guidance and assistance to Mr. Adams who is not schooled in Life Insurance or contracts, to purchase the said Insurance for his and his families benefit.

(4) He was induced to purchase a policy that would cover his family which includes his mother and aunt who reside with him and he provides care for. The cost of the insurance would be deducted from his paycheck and Mr. Adams purchased the policy and with the assistance of the agent for Metropolitan Life Insurance Company, Defendant Lisa Davis who assured him that he could cover his mother and aunt as his dependants.

(5) The Plaintiff signed the contract and made the required payments. On 3 February 2005, Ms. Luella Adams Davis, the aunt of the Plaintiff and a covered defendant of the Plaintiff deceased. The Plaintiff duly filed a claim with the Defendants which was denied. The Defendant informed the Plaintiff that even they had told him they would cover his defendant Aunt, they now would not, as she did not meet the specifications as a defendant. Attempts by the Plaintiff to reach the agent, Lisa Davis were not successful, as numerous calls went unreturned.

COUNT (1)
FRAUD

(6) The Plaintiff adopts each and every preceding paragraph herein and avers that the acts of the defendants amounted to Fraud in that they took money under false pretenses from the Plaintiff with no intent to honor the enrollment of the Plaintiffs Aunt and Mother.

(7) Wherefore the Plaintiff demands the sum of \$174.72 in compensatory damages as acutely paid in premiums and the sum of \$100,000.00 in compensatory damages so as to prevent similar acts by others so similarly situated as the Plaintiff.

COUNT (2)
BREACH OF CONTRACT

(8) The Plaintiff adopts each and every preceding paragraph herein and avers that the acts of the defendants amounted to a breach of the contract between the parties in that they took money under false pretenses from the Plaintiff with no intent to honor the enrollment of the Plaintiffs Aunt and Mother as written in the contract dated 21 June 2004.

(9) Wherefore the Plaintiff demands the sum of \$174.72 in compensatory damages as acutely paid in premiums and the sum of \$100,000.00 in compensatory damages so as to prevent similar acts by others so similarly situated as the Plaintiff.

COUNT (3)
BAD FAITH

(10) The Plaintiff adopts each and every preceding paragraph herein and avers that the acts of the defendants amounted to Bad faith on the part of the Defendants in that they took money under false pretenses from the Plaintiff with no intent to honor the enrollment of the Plaintiffs Aunt and Mother as written in the contract dated 21 June 2004.

(11) Wherefore the Plaintiff demands the sum of \$174.72 in compensatory damages as acutely paid in premiums and the sum of \$100,000.00 in compensatory damages so as to prevent similar acts by others so similarly situated as the Plaintiff.

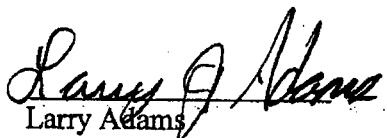
COUNT (4)
FRAUDULENT INDUCEMENT

(12) The Plaintiff adopts each and every preceding paragraph herein and avers that the acts of the defendants amounted to fraudulently inducing the Plaintiff into entering a contract with no intent to honor the enrollment of the Plaintiffs Aunt and Mother as written in the contract dated 21 June 2004.

(13) Wherefore the Plaintiff demands the sum of \$174.72 in compensatory damages as acutely paid in premiums and the sum of \$100,000.00 in compensatory damages so as to prevent similar acts by others so similarly situated as the Plaintiff.

THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES

Done this the 4th day of June 2006.


Larry Adams

Plaintiff



Mickey McDermott
MCD-052/for the Plaintiff
P.O. BOX 919
Hayneville, Ala 36040
334-220-8519
334-263-7782 Fx

AVSO305

ALABAMA JUDICIAL DATA CENTER
LOWNDES COUNTY

ORDER FOR SERVICE AND RETURN

CV 2006 000061.00
H. EDWARD MCFERRIN

IN THE CIRCUIT COURT OF LOWNDES COUNTY
 LARRY JAMES ADAMS VS METROPOLITAN LIFE INSURANCE
 SERVE ON: D001

METROPOLITAN LIFE INSURANCE
 601 VESTAVIA PKWY STE
 1000
 VESTAVIA HILLS , AL 35216-0000

NOTES:
 SUMMONS & COMPLAINT!

TO ANY SHERIFF OR ANY AUTHORIZED AGENT:
 YOU ARE HEREBY ORDERED TO DELIVER THE ATTACHED DOCUMENT
 TO THE ABOVE NAMED PERSON AT THE ADDRESS INDICATED.

06/09/2006 DATE

CLERK: RUBY JONES
 P O BOX 876
 HAYNEVILLE AL 36046
 (334) 548-2252

I HEREBY CERTIFY THAT I PERSONALLY DELIVERED A COPY OF THE ATTACHED
 DOCUMENT IN _____
 TO: _____

SIGNATURE OF SERVER

NAME / ADDRESS ABOVE

DATE

OPERATOR: CAM
 PREPARED: 06/09/2006

THIS WIT RETURNED "NOT FOUND"
 IN JEFFERSON COUNTY THIS _____
 DAY OF 6-15-06, 20_____
 FOR THE FOLLOWING REASONS:

- 2. MOVED
- 3. INSUFFICIENT ADDRESS
- 4. DOES NOT RESIDE AT ADDRESS
- 5. NOT EMPLOYED AT LISTED LOCATION
- 6. NO SUCH ADDRESS
- 7. AVOIDING SERVICE
- 8. RECEIVED TOO LATE FOR SERVICE
- 9. UNABLE TO CONTACT
- 10. OTHER

MIKE HALE Sheriff of Jefferson County

RECEIVED

JUN 09 2006

LOWNDES COUNTY,
SHERIFF DEPT.

IN THE CIRCUIT COURT OF LOWNDES COUNTY, ALABAMA

LARRY ADAMS
PLAINTIFF

V.

METROPOLITAN LIFE, et al
DEFENDANTS

CASE # CV 06-61

SUMMONS

To Any Sheriff or any person authorized by Rule 4.1 (B) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama;

You are hereby commanded to serve this summons and a copy of the Complaint in this action upon respondent/defendant:

METROPOLITAN LIFE INSURANCE COMPANY IC/O E. FARROW
VESTAVIA PARKWAY STE 1000 BIRMINGHAM, ALA 35216

Each defendant/respondent is required to serve a copy of a written answer to the complaint upon Plaintiffs' attorney, whose address is:

Mickey J.G. McDermott
Attorney at Law P.O. BOX 919 HAYNEVILLE, ALA 36040



Within THIRTY (30) after service of this summons excluding the day of service of the summons and to file the original of said answer with the Clerk of the Court at the time of service of the answer upon the Attorney of Record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief claimed in the complaint.

Dated 6/9/08

Ruby J. Jones
Clerk of Court

RETURN ON SERVICE:

I certify that I personally delivered a copy of this Order to _____
on the _____ day of _____, 2006.

Date

Server's Signature

Address of Server

Type of Process Server

IN THE CIRCUIT COURT OF
LOWNDES COUNTY, ALABAMA

LARRY JAMES ADAMS
Plaintiff

Vs.

METROPOLITAN LIFE INSURANCE
COMPANY, THE AGENTS,
EMPLOYEES, OWNERS,
LISA DAVIS, INDIVIDUALLY AND
IN HER OFFICIAL CAPACITY
FICTITIOUS PARTIES A,B,C & D
WHO WILL BE ADDED WHEN LATER
ASCERTAINED

CV 06-61

COMPLAINT
THE PARTIES



(1) Larry Adams is a resident of Lowndes County Alabama residing at 624 Pine Street Hayneville, Alabama 36040 and is over the age of (19) years of age. Defendant Metropolitan Life Insurance Company is a Corporation doing business in Alabama with The office of Earnest Farrow 601 Vestavia Parkway Ste 1000 Birmingham, Alabama 35216 as registered agent for the service of process. Lisa Davis is an agent for Metropolitan Life and is over the age of (19) her exact whereabouts are unknown to the Plaintiff.

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(3) On or about 21 June 2004, Larry Adams met with a representative of the Defendants and entered into a contract for Group Life insurance. Mr. Adams was induced to purchase the said insurance due to the facts presented by the agent for the Defendant, and the agent herself who provided guidance and assistance to Mr. Adams who is not schooled in Life Insurance or contracts, to purchase the said Insurance for his and his families benefit.

(4) He was induced to purchase a policy that would cover his family which includes his mother and aunt who reside with him and he provides care for. The cost of the insurance would be deducted from his paycheck and Mr. Adams purchased the policy and with the assistance of the agent for Metropolitan Life Insurance Company, Defendant Lisa Davis who assured him that he could cover his mother and aunt as his dependants.

(5) The Plaintiff signed the contract and made the required payments. On 3 February 2005, Ms. Luella Adams Davis, the aunt of the Plaintiff and a covered dependant of the Plaintiff deceased. The Plaintiff duly filed a claim with the Defendants which was denied. The Defendant informed the Plaintiff that even they had told him they would cover his dependant Aunt, they now would not, as she did not meet the specifications as a dependant. Attempts by the Plaintiff to reach the agent, Lisa Davis were not successful, as numerous calls went unreturned.

COUNT (1)
FRAUD

(6) The Plaintiff adopts each and every preceding paragraph herein and avers that the acts of the defendants amounted to Fraud in that they took money under false pretenses from the Plaintiff with no intent to honor the enrollment of the Plaintiffs Aunt and Mother.

(7) Wherefore the Plaintiff demands the sum of \$174.72 in compensatory damages as acutely paid in premiums and the sum of \$100,000.00 in compensatory damages so as to prevent similar acts by others so similarly situated as the Plaintiff.

COUNT (2)
BREACH OF CONTRACT

(8) The Plaintiff adopts each and every preceding paragraph herein and avers that the acts of the defendants amounted to a breach of the contract between the parties in that they took money under false pretenses from the Plaintiff with no intent to honor the enrollment of the Plaintiffs Aunt and Mother as written in the contract dated 21 June 2004.

(9) Wherefore the Plaintiff demands the sum of \$174.72 in compensatory damages as acutely paid in premiums and the sum of \$100,000.00 in compensatory damages so as to prevent similar acts by others so similarly situated as the Plaintiff.

COUNT (3)
BAD FAITH

(10) The Plaintiff adopts each and every preceding paragraph herein and avers that the acts of the defendants amounted to Bad faith on the part of the Defendants in that they took money under false pretenses from the Plaintiff with no intent to honor the enrollment of the Plaintiffs Aunt and Mother as written in the contract dated 21 June 2004.

(11) Wherefore the Plaintiff demands the sum of \$174.72 in compensatory damages as acutely paid in premiums and the sum of \$100,000.00 in compensatory damages so as to prevent similar acts by others so similarly situated as the Plaintiff.

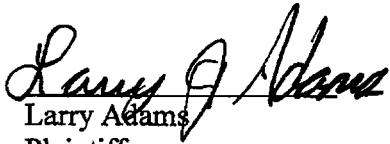
COUNT (4)
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(12) The Plaintiff adopts each and every preceding paragraph herein and avers that the acts of the defendants amounted to fraudulently inducing the Plaintiff into entering a contract with no intent to honor the enrollment of the Plaintiffs Aunt and Mother as written in the contract dated 21 June 2004.

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THE PLAINTIFF DEMANDS A TRIAL BY JURY ON ALL ISSUES

Done this the 4th day of June 2006.



Larry Adams

Plaintiff



Mickey McDermott
MCD-052/for the Plaintiff
P.O. BOX 919
Hayneville, Ala 36040
334-220-8519
334-263-7782 Fx

IN THE CIRCUIT COURT OF LOWNDES COUNTY, ALABAMA

**LARRY ADAMS)
PLAINTIFF)**

V.)

**METROPOLITAN LIFE, et al)
DEFENDANTS)**

CASE # CV

06-61

SUMMONS

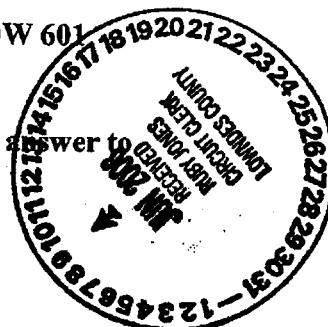
To Any Sheriff or any person authorized by Rule 4.1 (B) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama;

You are hereby commanded to serve this summons and a copy of the Complaint in this action upon respondent/defendant:

**METROPOLITAN LIFE INSURANCE COMPANY IC/O E. FARROW 601
VESTAVIA PARKWAY STE 1000 BIRMINGHAM, ALA 35216**

Each defendant/respondent is required to serve a copy of a written answer to the complaint upon Plaintiffs' attorney, whose address is:

**Mickey J.G. McDermott
Attorney at Law P.O. BOX 919 HAYNEVILLE, ALA 36040**



Within THIRTY (30) after service of this summons excluding the day of service of the summons and to file the original of said answer with the Clerk of the Court at the time of service of the answer upon the Attorney of Record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief claimed in the complaint.

Dated 6/9/06

Randy A. Conn
Clerk of Court

RETURN ON SERVICE:

I certify that I personally delivered a copy of this Order to _____ on the _____ day of _____, 2006.

Date _____

Server's Signature _____

Address of Server _____

Type of Process Server _____

IN THE CIRCUIT COURT OF LOWNDES COUNTY, ALABAMA

LARRY ADAMS
PLAINTIFF

v.

METROPOLITAN LIFE, et al
DEFENDANTS

CASE # CV 06-61

SUMMONS

To Any Sheriff or any person authorized by Rule 4.1 (B) of the Alabama Rules of Civil Procedure to effect service in the State of Alabama;

You are hereby commanded to serve this summons and a copy of the Complaint in this action upon respondent/defendant:

AGENT LISA DAVIS IC/O E. FARROW 601 VESTAVIA PARKWAY STE 1000
BIRMINGHAM, ALA 35216

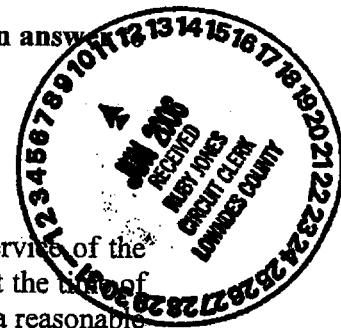
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Mickey J.G. McDermott
Attorney at Law P.O. BOX 919 HAYNEVILLE, ALA 36040

Within THIRTY (30) after service of this summons excluding the day of service of the summons and to file the original of said answer with the Clerk of the Court at the time of service of the answer upon the Attorney of Record for the Plaintiff or within a reasonable time thereafter. If any defendant fails to do so, a judgment by default may be entered against that defendant for the relief claimed in the complaint.

Dated 6/9/06


Clerk of Court



RETURN ON SERVICE:

I certify that I personally delivered a copy of this Order to _____ on the _____ day of _____, 2006.

Date

Server's Signature

Address of Server

Type of Process Server

State of Alabama Unified Judicial System Form AR Civ-93 Rev.5/99		COVERSHEET CIRCUIT COURT – CIVIL CASE (Not For Domestic Relations Cases)		Case Number C V 2006 01 - Date of Filing: 06 01 2006 Month Day Year	Judge Code: mcpeot
GENERAL INFORMATION					
IN THE CIRCUIT COURT OF <u>LOWNDES</u> , ALABAMA					
<u>LARRY ADAMS</u> (Name of Plaintiff) v. <u>METROPOLITAN LIFE</u> (Name of Defendant)					
First Plaintiff	<input checked="" type="checkbox"/> Plaintiff <input type="checkbox"/> Business <input checked="" type="checkbox"/> Individual <input type="checkbox"/> Government <input type="checkbox"/> Other		First Defendant	<input checked="" type="checkbox"/> Business <input type="checkbox"/> Government <input type="checkbox"/> Individual <input type="checkbox"/> Other	
NATURE OF SUIT: Select primary cause of action, by checking box (check only one) the best characterizes your action:					
TORTS: PERSONAL INJURY <input type="checkbox"/> WDEA Wrongful Death <input type="checkbox"/> TONG Negligence: General <input type="checkbox"/> TOMV Negligence: Motor Vehicle <input type="checkbox"/> TOWA Wantonness <input type="checkbox"/> TOPL Product Liability/AEMLD <input type="checkbox"/> TOMM Malpractice-Medical <input type="checkbox"/> TOLM Malpractice-Legal <input type="checkbox"/> TOOM Malpractice-Other <input checked="" type="checkbox"/> TBFM Fraud/Bad Faith/Misrepresentation <input type="checkbox"/> TOXX Other: _____			OTHER CIVIL FILINGS (cont'd) <input type="checkbox"/> MSXX Birth/Death Certificate Modification/Bond Forfeiture Appeal/ <input type="checkbox"/> CVRT Enforcement of Agency Subpoena/Petition to Preserve <input type="checkbox"/> COND Civil Rights <input type="checkbox"/> CTMP Condemnation/Eminent Domain/Right-of-Way <input type="checkbox"/> CONT Contempt of Court <input type="checkbox"/> TOCN Contract/Ejectment/Writ of Seizure <input type="checkbox"/> EQND Conversion <input type="checkbox"/> CVUD Equity Non-Damages Actions/Declaratory Judgment/Injunction <input type="checkbox"/> FORJ Election Contest/Quiet Title/Sale For Division <input type="checkbox"/> FORF Eviction Appeal/Unlawful Detainer <input type="checkbox"/> MSHC Foreign Judgment <input type="checkbox"/> PFAB Fruits of Crime Forfeiture <input type="checkbox"/> FELA Habeas Corpus/Extraordinary Writ/Mandamus <input type="checkbox"/> RPRO Protection From Abuse <input type="checkbox"/> WTEG Railroad/Seaman (FELA) <input type="checkbox"/> COMP Real Property <input type="checkbox"/> CVXX Workers' Compensation <input type="checkbox"/> CVXX Miscellaneous Circuit Civil Case		
ORIGIN (check one): <input checked="" type="checkbox"/> INITIAL FILING <input type="checkbox"/> APPEAL FROM DISTRICT COURT <input type="checkbox"/> OTHER: _____ <input type="checkbox"/> REMANDED <input type="checkbox"/> TRANSFERRED FROM OTHER CIRCUIT COURT					
HAS JURY TRIAL BEEN DEMANDED? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Note: Checking "Yes" does not constitute a demand for a jury trial. (See Rules 38 and 39, Ala.R.Civ.P., for procedure)					
RELIEF REQUESTED: <input checked="" type="checkbox"/> MONETARY AWARD REQUESTED <input type="checkbox"/> NO MONETARY AWARD REQUESTED					
ATTORNEY CODE: <u>MCOP152</u> <u>6-4-06</u> <u>MM</u> Date Signature of Attorney/Party filing this form					
MEDIATION REQUESTED: <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> UNDECIDED					

